In the High Court for the States of Punjab and Haryana, at Chandigarh.

C.R.No.1333 of 2007 (O&M)
Decided on March 13,2007.

Ludhiana Improvement Trust, Ludhiana, through its Executive Officer -- Petitioner

vs.

D.P.Singh Chadha -- Respondent.

Present: Mr. B.S.Sidhu, Advocate, for the petitioner

Pritam Pal,J: (Oral)

This Civil Revision filed under Article 227 of the Constitution of India, by Ludhiana Improvement Trust, Ludhiana,defendant/petitioner, is directed against order dated November 27,2006,whereby in an appeal filed by the petitioner, the learned first Appellate Court, stayed the impugned judgment and decree dated July 24,2006,passed by learned Civil Judge (Senior Division), Ludhiana, subject to furnishing bank guarantee.

The only contention of learned counsel for the petitioner is that since the petitioner is an Improvement Trust, having properties of crores at its back in Ludhiana town, therefore, said condition of furnishing bank guarantee should not have been imposed by the first appellate Court. No doubt, it is the sole discretion of the Court for imposing such condition, while granting interim stay, but at the same time, the status of

the parties are also to be kept in view. Here, in the instant case, the petitioner is not an individual, rather it is an Improvement Trust of a richest city in the State of Punjab. As such, there is no dearth of properties with the petitioner.

Taking an over all view of the above facts and circumstances, I feel that no such condition is required to be imposed upon the petitioner and hence, this Civil Revision is disposed of with a direction to the learned first Appellate Court that the petitioner should be asked to furnish adequate security after due notice to the opposite side for the due performance of the order/ decree, which may ultimately be binding upon the petitioner.

March 13,2007 (Pritam Pal)
RR Judge